



**Internet and Mobile Banking
Terms and Conditions**



KINA BANK INTERNET BANKING AND MOBILE BANKING TERMS AND CONDITIONS

1. Introduction

These Terms and Conditions apply to our Internet Banking and Mobile Banking services. The Terms and Conditions of this Agreement shall apply to and govern your access and use of all Internet Banking Services and Mobile Banking Services currently offered or that may be offered in the future. Copies of the Internet and Mobile Banking Terms and Conditions may be obtained from our website www.kina.com.pg or from any of our Branches. It is important that you read and understand these Terms and Conditions before using Internet and Mobile Banking service. By using our Internet and Mobile Banking Services, you agree that these Terms and Conditions apply to you and you will comply with them. If you do not understand any part or if you have any questions, please speak with Kina Bank staff at any branch or call our Contact Centre on +675 308 3888. All other Terms and Conditions applicable to your Accounts, including other agreements you have with Kina, now or in the future, remain in effect and are made a part of this Agreement by reference unless specifically modified

2. Definitions & Interpretation

2.1. Interpretation

The use of headings are inserted for convenience and ease of reference only and are not to be considered in the interpretation or construction of any provision of these Terms and Conditions.

2.2 Definitions

Account/s means any account you have with Kina that you have nominated, and which Kina has agreed is accessible by Internet Banking and Mobile Banking.

Account Balance means in relation to an account at any time the balance of the account incorporating the most up to-date information available to the service at that time. The account balance may not include all transactions that have occurred prior to that time and may not always represent the amount of funds that are actually available for withdrawal at that time.

Account holder means a person or entity who has an account in their own name or, if in joint names, in respect of which Kina may act on the instructions of any 1 or more of them.

Account Signatory means the person or persons who are authorised to operate on an account under the relevant account signature mandate.

Authorized User for the purposes of Kina Internet Banking means a person or persons authorized by Account holder to access the Account Holder's nominated linked accounts to Kina Internet Banking. Authorised Users constitute of nominated Primary Users and Delegated Users.

Available balance - means the amount of funds available in the account. It does not include any unclear red deposits or value held against the balance.

Bank, Kina, we, us or our means Kina Bank Limited.

Business Day means any day other than the weekends or a day gazetted as a public holiday throughout Papua New Guinea in which the banks in Papua New Guinea are open for business and are able to effect settlement through the Central Bank of PNG.

Device means any electronic device used to access any of the Bank's Electronic Banking Services (this includes desktop, laptop, tablet and other handheld computers along with mobile phones).

Electronic Banking Services – means Internet Banking, Mobile Banking or one or more as the context applies.

Force Majeure means any act of nature, war, riot, sabotage, revolution, or any other unlawful act against public order or authority, an industrial or labor dispute, a governmental restraint, civil unrest, power shortages or power failure, sudden or unexpected system failure, or any other event or cause which is not within the reasonable control of or you.

Instructions means a request or instruction to the Bank which is effected with the Internet Banking Service by use of a PIN or Identification Number.

Internet Banking means the internet banking service provided by the Bank to provide access to Nominated Accounts for customers using a unique Customer Number and Password.

Mobile Banking means Kina banking services available via mobile device.

Mobile Device is a device that you have registered for use in connection with Kina's mobile banking services.

Nominated Account means the bank account(s) you hold with the Bank that has/have been nominated by you to be accessed via our Electronic Banking Services.

Monetary Transactions - refers to transfer of funds from your nominated account/s, which are linked to the Electronic Banking Service

Non-Monetary Transactions - refers to transactions where monies are not withdrawn from your account/s, i.e. view Account Balances, view Transaction History.

Password means a confidential password used to prevent unauthorised access to and use of your accounts, used with your Username to give you access to Internet Banking.

Payment - means monetary transactions from your account with KINA to an account of a person other than yourself.

SMS Security Code is a system generated code used to authorize 3rd Party Transactions where the beneficiaries are not saved as Favorites.

Terms and Conditions means these Terms and Conditions as amended from time to time by Kina

Unauthorised Transaction - means any transaction made without your knowledge or consent.

Username means the unique name that you create to allow you to log in. It must have a minimum of five characters and up to a maximum of thirty characters.

Website means Kina Bank website accessible at www.kina.com.pg

You and Your means the person who has accepted these Terms and Conditions has an account in his or her own name or in joint names, liable for the use of the account jointly or severally and on whose instructions Bank may act.

3. General Information on our Internet Banking Terms & Conditions

3.1. Internet Banking Services

3.1.1. To use Internet Banking, you will need to have access to the Internet on a device running a current version of a supported internet browser. You are responsible for acquiring and maintaining any equipment (such as a computer or touch tone telephone), which may be necessary for your continued access to and use of the Internet Banking Service. You are responsible for the costs of maintaining your computer and telephone and all communication costs.

3.2. Electronic Banking Services

3.2.1. The Electronic Banking Service will only be used to complete basic monetary and non-monetary transactions including obtaining the balance of your account/s, transferring funds between your accounts, payments to third party accounts, and requesting transaction lists to be issued in relation to your account/s. The types of transactions available may be varied at Kina's discretion.

3.2.2. You are responsible for acquiring and maintaining any equipment (such as a computer or touch tone telephone), which may be necessary for your continued access to and use of the Electronic Banking Service. You are responsible for the costs of maintaining your computer and telephone and all communication costs.

3.3. Registration

We will register you to use the Internet Banking services if we are satisfied that:

- i. You are 18 years and over;
- ii. You satisfy all of Internet Banking requirements specified by Kina from to time.

3.4. Access to your Accounts

3.4.1. You can access Kina Internet/Mobile Banking using the User ID and temporary password issued to you by Kina following registration. When you first access Internet/Mobile Banking, you will be required to accept the Kina Internet Banking Terms and Conditions, change the temporary password and select the new password comprising of both alpha and numeric characters with a minimum of 8 and maximum of 16 characters.

3.4.2. You can access and operate all your nominated accounts through the Internet/Mobile banking services if you are either;

- Account Holder and signatory; or
- You have Authority to operate the account alone where there is more than one signatory to the account.

3.4.3. Our Internet and Mobile banking services are available 24 Hours, 356 days a year except for downtime to allow for maintenance of the system. We may also rely on third parties to make Internet and Mobile services available (like software providers, network service providers and internet service providers). There may be other times when our Internet and Mobile banking services are limited or unavailable.

4. Your Instructions & Processing your Instructions

We can act on instructions from you (including those given by telephone or in any other electronic form). We can ask you to prove your identity and also delay or refuse to act on your instructions where it is necessary to comply with the law or to protect our interests.

4.1. General

4.1.1. You must ensure that there are sufficient funds in your nominated linked Account(s) in order to process your instruction. You can do the following transactions using Internet Banking and Mobile Banking:

- i. View your account balances and transaction history;
- ii. Open a Fixed Deposit cheque or savings Account;
- iii. International Money Transfer;
- iv. Transfer funds between your nominated linked Account(s); and 3rd Party Accounts
- v. Order Bank Cheque(s);

4.2. Restrictions

4.2.1. Restrictions and other requirements may apply as required by Law or in accordance with our policies. If they do, Kina will notify you of such restriction and requirement.

4.3. Processing

4.3.1. We will generally process a:

- i. Funds transfer between your nominated linked accounts in real time the moment your instruction is received by ; or
 - ii. Funds transfer to other accounts (not linked to Kina) on the same day your instruction is received by ; or
 - iii. For transfers to other banks within PNG, within the processing times applicable to such transaction. The transfer cut off times are: Business Day 2.30pm (PNG Time).
 - iv. Transfers made outside the times stipulated above will be sent the next Business Day.
- We will only ensure the transfers are made at the times stipulated. Kina does not guarantee that this will immediately show on your nominated beneficiary account if such account is with another bank.
- v. International payments made from your Account(s) linked through our Internet Banking Services are subject to:
 - vi. Foreign exchange control regulations and restrictions/requirements as applicable under Law; and
 - vii. Currency exchange rates applicable to the transaction on the day. We will notify you of any restriction/requirements regarding foreign currency exchange.
 - viii. Kina Bank's international payments application approval process. Kina Bank reserves the right to approve or decline any international payments application.
 - ix. International Payment instructions via our Internet Banking Services will be processed as follows: Business Day 9am to 2pm.
 - x. Transfers made outside the times stipulated above will be sent the next Business Day. Kina will only ensure the transfers are processed at the times stipulated. Kina does not guarantee that this will immediately show on your nominated beneficiary account. You acknowledge and agree that there may be delays in processing your international payment instructions by a Correspondent.

5. Limits

5.1. All transactions conducted through Kina Internet and Mobile Banking are subject to:

- i. Daily Limit refers to the maximum allowable cumulative amount for all transaction types initiated through Internet Banking within a 24 hour period with the exclusion of Funds transfer Between My accounts transactions.
- ii. Authorization Limit means the maximum limit which an Administrator may authorise per transaction on nominated linked accounts through Kina Internet and Mobile Banking and is only applicable to a business or entity registered for Internet or Mobile Banking.

5.2. Kina may change or impose limits on the amount of funds that will be available through its Internet Banking either by its own discretion or to the extent permitted by law.

5.3. You may request for a decrease in the Daily Limit. For further information on the types of limits available for each transaction type, or to decrease your Daily Limit, you can contact us at any of our Branches.

6. Liability for Instructions

6.1. Kina will treat any instructions given to it using your User ID and Password as an instruction given by you with your authority. We are under no obligation to enquire whether an act purporting to be done using your User ID and Password is a proper act in accordance with your authority.

6.2. Kina will not be liable for any loss or damage suffered by you arising from any transactions effected in accordance with instructions given to us using your User ID and Password.

6.3. Kina will not be liable for any claims against or sustained by you arising from delays or errors in the execution of or failure to execute any instructions occasioned by fault or negligence of any other banks or financial institutions.

6.4. Kina will not be liable for or in connection with its inability to receive or process instructions as a result of technical failure for any reason.

7. Protecting Your Security Identification

7.1. Kina employs a range of security measures including firewalls and data encrypting protocol to help provide a secure channel for your internet transactions. Kina does not guarantee that any data transmission over the internet is totally secure.

7.2. Your password and Security Identification are key to accessing your accounts electronically. The security of your password and security identification are very important.

7.3. Please follow the following advice to help protect your password:

- i. Tell us immediately if you suspect that your password has become known to anyone;
- ii. Change your password regularly when we ask you to;
- iii. Keep your password for our electronic banking services different from your other and passwords;
- iv. If you need to change your access to our internet banking, please talk to any of our staff at our Branch.

8. Joint Personal Accounts

8.1. In relation to joint accounts, if the joint account holders grant access authority for anyone to sign in relation to Internet Banking or Mobile Banking; then such access authority will apply to each of the Internet & Mobile Banking

9. Authorized Users

9.1. You may elect to grant access through Internet Banking to your accounts by granting access to Authorised Users. Authorised Users nominated as Primary Users or Delegated Users must comply with the Law and satisfy Kina's customer identification requirements. Kina may require Business Entities to satisfy Kina's identification requirements from time to time.

9.2. All services may not be available through the selected access. This access may be granted by consumer and business customers.

10. User Name and Password for Authorized Users

10.1. To access our Internet Banking Services, you must use your username and password. You will be able to choose your own username and password, provided that it meets our security requirements and is not already in use.

10.2. A password is required to access Services in conjunction with your username. Your password can be used to access money and other information about your Accounts; you agree that you will not provide or give access to your password. Disclosing your password constitutes authorization for use by others and you agree to be liable for their action, including those of additional parties to whom they may disclose your password to.

11. Responsibility of Authorized Users

11.1. You are fully responsible for all transactions conducted by any and all Delegated users, and all third parties to whom such Delegated-Users may disclose their username and password, whether those transactions are authorized by you or not.

11.2. Transactions you or a Delegated user initiate with fraudulent intent will be considered as authorized transactions for which you remain fully responsible.

11.3. You further agree that Kina will not be responsible or liable to you in any way if information is intercepted by an unauthorized person. You agree to: 1) keep your Internet Banking username and password secure and strictly confidential; 2) inform any Delegated Users you provide Internet and Mobile Banking access to that he or she is not to disclose their username and password to anyone; 3) if any of your Delegated Users username and password have become known to any unauthorized party, it is your responsibility to change your username and password immediately.

11.4. It is your responsibility to terminate access through Internet Banking for any and all Delegated Users that are no longer authorized to have access to your Account(s).

11.5. Any and all Delegated Users must agree to all conditions set forth within the Internet Banking and Mobile Banking Terms and Conditions.

12. Mobile Banking Services

- 12.1. You can use Mobile Banking to perform some of the activities available through Internet and Mobile Banking Services.
- 12.2. To use the Mobile Banking Services you must have a Mobile Device running a compatible Mobile Operating system;
- 12.3. You may register with Kina to use the Mobile Banking Services and where you will be issued a PIN;
- 12.4. Accept these Terms and Conditions;
- 12.5. The Mobile Banking Service will only be used to complete basic monetary and non-monetary transactions including obtaining the balance of your accounts. The types of transactions available may be varied at our discretion.
- 12.6. You are responsible for acquiring and maintaining any equipment (such as a computer or mobile device) which may be necessary for your continued access to and use of our Mobile Banking Service. You are responsible for the costs of maintaining your mobile device.
- 12.7. Not all Internet Banking Services are available on Mobile Banking. More comprehensive internet banking services are available through accessing our Internet Banking.
- 12.8. For security reasons, you are recommended to report Mobile Devices which you no longer use for mobile banking directly to us.

13. Liability for Unauthorised Transactions

- 13.1. You will be liable for any loss of funds arising from any unauthorised transaction on your Account if the loss occurs before you notify Kina that your PIN has been misused, or become known to someone else and if:
 - i. You fail to look after and keep PIN secure in accordance with the Terms and Conditions; or
 - ii. You unreasonably delay notifying KINA of the misuse, loss or theft of your PIN or of it becoming known to someone else and the loss occurs between the time you did, or should reasonably have become aware of these matters, and the time you notify KINA; or
 - iii. You voluntarily disclose your PIN or
 - iv. You kept a record of your PIN without making a reasonable attempt to disguise it, or
 - v. You otherwise fail to protect the security of your PIN.
- 13.2. Your liability will not exceed the lesser of: The balance of the Account; or the amount you are able to withdraw from your Account on the day the unauthorised transaction takes place.

14. Other Liability

- 14.1. Subject to clause 14 and to the extent permitted by law:
 - i. You agree that Kina will not be responsible for any liability, damage, loss including legal costs, whether consequential or not, whether directly or indirectly from any error, delay, failure in performance, inability to use the Electronic Banking Service or of any of its obligations caused by circumstances beyond KINA's control (including, but not limited to, the unavailability of the Electronic Banking Service or any delay, error or failure to carry out an Instruction for any reason), except for willful default on the part of KINA, or a breach of a condition or warranty implied by statute in contracts for the supply of services which cannot be excluded, modified or restricted.
 - ii. You will be liable for and agree to indemnify KINA against any loss or damage KINA may suffer because you did not observe your obligations under these Terms and Conditions or acted negligently or fraudulently when using the Service.
 - iii. KINA shall not be liable if you do not have sufficient available funds in your designated Account to complete the transaction you initiate or if the account is closed.
 - iv. KINA shall not be liable if you have not given KINA proper instructions.
 - v. KINA shall not be liable if the funds in your designated account are subject to legal process or other encumbrance restricting such payment or transfer.
 - vi. KINA shall not be liable if you or anyone you permit to utilise KINA's Electronic Banking Services and your PIN commits any fraud or violates any law or regulation.
 - vii. You will not be liable for losses that are caused by the fraudulent or negligent conduct of KINA's employees or agents or companies involved in networking arrangements or of merchants or of their agents or employees.

15. Indemnity

- 15.1. You agree to release and keep indemnified from all actions, suits, proceedings, claims, costs and demands that may be brought or incurred by or against Kina arising;
 - i. From failure to provide or any unauthorized or incorrect instructions, confirmations, notifications or requests to by person using your security identification;
 - ii. By indirectly or directly not complying with the terms and conditions.

16. Variation of these Terms & Conditions

- 16.1. Kina reserves the right to amend, modify, revoke, or cancel the Terms and Conditions that apply to our Internet and Mobile Banking Services. We may also change and upgrade our Internet and Mobile Banking Service at any time. We will notify you of the changes at least 7 days before we make any changes in any one of the following ways;
 - i. Writing to you or send you an email;
 - ii. Putting up information in our Bank branches or on our website;
 - iii. Advertising the changes in the daily newspaper.
- 16.2. Your continued use of these Service (s) following a change or amendment constitutes your acceptance of any changes or amendments to this Agreement.

17. Governing Law

- 17.1. You acknowledge that these Terms and Conditions are governed by and shall be construed in accordance with the laws in force in the Independent State of Papua New Guinea and you submit to the non-exclusive jurisdiction of the courts in the Country.

18. Force Majeure and Schedule Down Times

18.1. Kina will not be liable for any loss or damage suffered by you if the loss or damage resulted from a force majeure event including during scheduled downtime.

19. Money Laundering & Counter Terrorism Financing

19.1. You acknowledge that we are subject to the anti-money laundering and counter terrorism laws in Papua New Guinea and overseas which may prohibit us from entering or concluding transactions involving certain persons, entities or jurisdictions. Our obligations mean that;i. We may be required to obtain additional information from you to assist us in compliance obligations or where required by any law in Papua New Guinea or any other country. ii. We may also disclose any information provided to us or any other information where required by law in Papua New Guinea or any other country. iii. Your transactions may be delayed, blocked or frozen if we believe on reasonable grounds that making a payment may in breach of the law in Papua New Guinea or any other country. iv. We will incur no liability to you if we delay or block any transaction or refuse to pay any money in the reasonable belief that a transaction or payment would contravene any law in Papua New Guinea and or any other country.

20. Termination & Suspension

20.1. You may stop your use of our Internet and Mobile Service at any time by giving written notice to us. We may also terminate the Internet and Mobile Banking Service at any time by giving you a written notice.

20.2. We may suspend or terminate your use of our Internet Banking and Mobile Banking without giving you notice where we reasonably believe the access should be suspended or terminated, for example where we believe that there is a risk of fraud or security breach, or where you have not accessed the Internet Banking and Mobile Banking for a lengthy period.

20.3. If we consider a security issue has arisen for which further inquiries are desirable we may suspend access to our Internet Banking and Mobile Banking by you and/or a Nominee with or without notice to you.

20.4. What happens if there is Termination or Suspension of Accounts occurs? In the event that Kina exercises its rights contemplated in this Clause, it shall not be liable for any losses which you may suffer or have suffered as a result. In the event that your access to our Internet Banking is:

- i. terminated, any unprocessed transactions including Future-dated and Recurring Transfers will be cancelled;
- ii. suspended, any unprocessed transactions including Future-dated and Recurring Transfers will be processed subject to available funds in your Funding Account.

21. Fees & Charges

21.1. If you use the Internet and Mobile Banking Service to effect a transaction, you may incur a fee or charge on the Account you access. You agree to pay the fees and charges for your use of our Internet and Mobile Banking Services. The fees for this Internet and Mobile Banking Service will be debited to an Account nominated by you, or in the absence of such a nomination, to an Account selected by us. If there are insufficient funds in your nominated Account, you authorize Kina to deduct the fee from any other account you have with us. You are responsible for all charges by an internet service provider and mobile or telephone operator when you access any electronic banking service.

22. Privacy & Confidentiality

22.1. When you apply for Kina Internet Banking, you acknowledge that we are likely to collect and use some of your information including details about your transactions, your financial conditions, and your account relationship with us (collectively referred to as "Information").

22.2. We may collect your Information:

- i. To assist in providing information about a product or service;
- ii. To consider your request for a product or service;
- iii. To enable us to provide a product or service;
- iv. To tell you about other products or services that may be of interest to you;
- v. To assist in arrangements with other organizations (such as subsidiary companies) in relation to the promotion and provision of a product or service;
- vi. To perform other administrative and operational tasks (including risk management, systems development and testing, credit scoring, staff training, and market or customer satisfaction research);
- vii. To prevent or investigate any fraud or crime and
- viii. As required by relevant laws, regulations, codes and external payment systems inside and outside Papua New Guinea.

22.3. If you do not provide some or all of the Information requested, we may be unable to provide you with a product or service including access to Internet Banking Services.

22.4. When you applied for Kina Internet Banking, you consented to:

- i. Collecting your information to enable it to provide the service or product applied for;
- ii. Disclosing your information to:
 - a. Any service provider engages to carry out or assist its functions and activities
 - b. Any third party providing you with a product or service in relation to your account
 - c. Credit reporting or debt collecting agencies, and any credit provider to help you avoid a default on your obligations, or to inform them of your default to participants in the payments system (including financial institutions, merchants and payments organizations);
 - d. Any of its branches, subsidiaries, affiliate or agent of , including its employees, auditors and legal advisors
 - e. Other parties which is authorized, required by law or compelled by court order to disclose information to
 - f. Your authorized agents or executor, administrator or legal representative;
 - g. Any person where in Kina's view the disclosures are necessary or desirable for the purpose of allowing to perform its duties and exercise its powers and rights under the Terms and Conditions;

23. Assignment

23.1. You shall not transfer and/or assign any or all or part of your rights, benefits and/or obligations under these Terms and Conditions or any document related thereto without the prior written approval of Kina.

23.2. If Kina transfers or assigns under this Clause, you acknowledge that is authorized to disclose any relevant information to such subsidiary or affiliate and you agree to take such actions and sign such documents as Kina may reasonably require to complete any approval, filing or registration formalities which are necessary for such transfer and/or assignment.

24. Complaint & Dispute Resolution

24.1. If for any reason you register a complaint with us, you can do so at any Branch or by emailing through our website www.kina.com.pg.

24.2. We will make every effort to answer your query or resolve your complaint quickly and fairly. If you think your enquiry has not been dealt with properly, please notify us through our Branches or by emailing us through our website www.kina.com.pg.

25. Disclaimer of Warranties

25.1. You expressly understand and agree that use of the Electronic Banking Service is at your sole risk subject to these Terms & Conditions. Subject to these Terms & Conditions KINA expressly disclaims all warranties of any kind, whether expressed or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

Port Moresby Downtown | Waigani
Vision City | Lae | Kokopo | Mt Hagen

Telephone +675 308 3888
www.kina.com.pg



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